

EXHIBIT A

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

JESSIE FORBES and KYLE FORBES, individually and in their marital community,)	No.
)	
Plaintiffs,)	COMPLAINT FOR PERSONAL
)	INJURIES
v.)	
)	
COSTCO WHOLESALE CORPORATION, a)	
Washington Profit Corporation; and RU SE)	
51ST STREET ISSAQUAH WA, LLC, a)	
California Limited Liability Company,)	
)	
Defendants.)	

COMES NOW Plaintiffs Jessie and Kyle Forbes (collectively, “Plaintiffs”), by and through their attorneys, Corr Downs PLLC, and hereby state and allege as follows:

I. PARTIES

1.1 At all times material hereto, Plaintiffs Jessie and Kyle Forbes were married and residents of King County, Washington.

1.2 Upon information and belief, Defendant Costco Wholesale Corporation (“Costco”) is a Washington for profit corporation with its principal place of business at 999 Lake Drive, Issaquah, Washington 98027-8990.

1.3 Upon information and belief, Defendant RU SE 51st Street Issaquah WA, LLC (“RU”) is a California limited liability company with its principal place of business at 3090 Bristol Street, Suite 550, Costa Mesa, California 92626.

1 **II. JURISDICTION AND VENUE**

2 2.1 This Court has jurisdiction over this matter because the acts, errors, breaches,
3 and other facts complained of herein occurred in King County, Washington.

4 2.2 Venue is proper in this Court as Costco and RU transact business in King
5 County, Washington. In addition, the acts, errors, breaches, and other facts complained of
6 herein occurred in King County, Washington.

7 **III. FACTS**

8 3.1 RU is the owner of the office building, commonly referred to as “Building 7,”
9 located at 22011 SE 51st Street, Issaquah, Washington 98029, Parcel ID No. 212406-9003-09
10 (“Building 7”).

11 3.2 Costco entered into a lease agreement with RU to rent Building 7 for its
12 employees to work in.

13 3.3 Knowing that Building 7 had a myriad of deficiencies, including extensive mold
14 and other airborne pollutants, RU leased the building to Costco before these issues were
15 completely resolved.

16 3.4 At all relevant times hereto, under Section 4 of the lease with Costco, RU
17 explicitly retained control and authority over the premises for maintenance and repairs.

18 3.5 RU was made aware of and agreed to make repairs for the substantial
19 deficiencies, including mold and airborne pollutants, in Building 7 and failed to do so.

20 3.6 At the time Costco entered into a lease agreement with RU, Costco was aware
21 of the extensive mold and airborne pollutants in Building 7, as well as other deficiencies that
22 made it uninhabitable and/or unsafe for its employees to work in.

23 3.7 Costco admittedly leased Building 7 knowing that “the location was in need of
24 extensive renovations” and “sat idle for five years” before it leased the premises.

25 3.8 In September of 2018, Plaintiff Jessie Forbes was moved into Building 7 to work
26 full time. Plaintiff Jessie Forbes remained working in Building 7 until January of 2020.
27

1 3.9 Knowing that Building 7 had a myriad of deficiencies, including extensive mold
2 and other airborne pollutants, Costco required Plaintiff Jessie Forbes and other employees to
3 begin working in Building 7 before these issues were completely resolved and intentionally
4 exposed them to mold knowing that they would have serious adverse health effects.

5 3.10 Several employees, including Plaintiff Jessie Forbes, made written and oral
6 complaints to Costco regarding mold, airborne pollutants, black dust, open and apparent water
7 stains and leaks, dead rodents, and illnesses while employed in Building 7.

8 3.11 Despite Costco's knowledge of Building 7's deficiencies that made it
9 uninhabitable and/or unsafe for its employees to work in, Costco still required Plaintiff Jessie
10 Forbes and its other employees to continue to work in Building 7 and assured them that it was
11 safe to do so.

12 3.12 In July/August of 2019, Plaintiff Jessie Forbes became pregnant and her unborn
13 child was likely exposed to mold.

14 3.13 Costco had actual knowledge that an injury to Plaintiff Jessie Forbes was certain
15 to occur and willfully disregarded that knowledge.

16 3.14 At all relevant times, Plaintiff Jessie Forbes conducted herself in a reasonable
17 and prudent manner and she did not contribute to nor cause the adverse health effects suffered.

18 3.15 Plaintiff Jessie Forbes has suffered, and will continue to suffer, pain, mental and
19 physical anguish, continued partial disability, and loss of enjoyment of life.

20 3.16 As a direct, proximate, and foreseeable result of Costco's and RU's conduct,
21 Plaintiff Jessie Forbes suffered from extreme fatigue and exhaustion, headaches, vertigo,
22 tinnitus, hair loss, constant congestion, night sweats, muscle and joint aches and pains, memory
23 loss, skin rashes, numbness, tingling, and sensitivity of appendages, loss of vision, anxiety,
24 aphasia, mood swings, body twitches, and partial disability.

25 3.17 As a further direct, proximate, and foreseeable result of Costco's and RU's
26 conduct, Plaintiff Jessie Forbes's unborn child was likely exposed to mold.

1 3.18 As a further direct, proximate, and foreseeable result of Costco's and RU's
2 conduct, Plaintiff Jessie Forbes has suffered significant monetary losses resulting from the
3 impairment of her earning capacity.

4 3.19 As a further direct, proximate, and foreseeable result of Costco's and RU's
5 conduct, Plaintiff Jessie Forbes has expended and may be compelled to expend money for
6 medical and related medical services in an effort to regain her and her child's health and her
7 normal physical condition that existed prior to employment in Building 7, the exact extent of
8 which is currently unknown but will be further established and proven at the time of trial.

9 3.20 As a further direct, proximate, and foreseeable result of Costco's and RU's
10 conduct, Plaintiff Kyle Forbes has suffered loss of consortium, companionship, support,
11 nurture, and enjoyment of life.

12 3.21 Plaintiffs' harms, losses, and damages are continuing.

13 **IV. FIRST CAUSE OF ACTION: RCW 51.24.020**

14 4.1 Plaintiffs incorporate by reference the foregoing allegations.

15 4.2 Under RCW 51.24.020: "If injury results to a worker from the deliberate
16 intention of his or her employer to produce such injury, the worker or beneficiary of the worker
17 shall have the privilege to take under this title and also have cause of action against the employer
18 as if this title had not been enacted, for any damages in excess of compensation and benefits
19 paid or payable under this title."

20 4.3 The deliberate intention exception to workers' compensation includes two
21 elements: (1) the employer had certain knowledge injury would occur and (2) the employer
22 willfully disregarded that knowledge.

23 4.4 Costco required Plaintiff Jessie Forbes to work in Building 7 from September of
24 2018 to January of 2020.

25 4.5 In advance of requiring Plaintiff Jessie Forbes and other employees to work in
26 Building 7, Costco had actual notice of the mold and airborne pollutant hazards that existed in
27 Building 7.

1 4.6 While Plaintiff Jessie Forbes and other employees worked in Building 7, Costco
2 observed injuries to Plaintiff Jessie Forbes and other employees and received complaints from
3 Plaintiff Jessie Forbes and other employees.

4 4.7 Costco assured Plaintiff Jessie Forbes and other employees of the safety of
5 working in Building 7 despite knowledge that it was uninhabitable and/or unsafe.

6 4.8 Costco's acts and omissions that resulted in Plaintiff Jessie Forbes's injuries
7 were ongoing.

8 4.9 Plaintiff Jessie Forbes's health impacts from mold and airborne pollutant
9 exposure were predictable.

10 4.10 As a direct, proximate, and foreseeable result of Costco's intentional actions,
11 Plaintiff Jessie Forbes sustained bodily injury, pain and suffering, both physical and mental,
12 and loss of enjoyment of life, loss wages, lost employment opportunities, and loss earning
13 capacity, some of which are continuing.

14 4.11 Costco and RU are each jointly and severally liable for the full extent of the
15 harms and losses Plaintiffs suffered as a result of the fault of Costco and RU.

16 **V. SECOND CAUSE OF ACTION: NEGLIGENCE**

17 5.1 Plaintiffs incorporate by reference the foregoing allegations.

18 5.2 A possessor of land is subject to liability for harm caused to his invitees by a
19 condition on the land, if the possessor: (a) knows or by the exercise of reasonable care would
20 discover the condition, and should realize that it involves an unreasonable risk of harm to
21 invitees; (b) should expect that they will not discover or realize the danger, or will fail to protect
22 themselves against it; and (c) fails to exercise reasonable care to protect the invitee against
23 danger.

24 5.3 A commercial landlord is a possessor of land when it agrees to repair and
25 maintain the premises.

26 5.4 RU knew, or by the exercise of reasonable care should have known, of the mold
27 and airborne pollutants in Building 7.

1 5.5 RU had a duty to maintain Building 7 in a reasonably safe condition and had a
2 duty to adequately repair hazards and/or warn users of existing hazards, like mold and
3 pollutants, in Building 7.

4 5.6 RU should have expected that Plaintiff Jessie Forbes would not have discovered
5 or realized the danger or would fail to protect herself against Building 7's hazards.

6 5.7 RU breached the aforementioned duty owed to Plaintiff Jessie Forbes and failed
7 to exercise reasonable care to protect Plaintiff Jessie Forbes against Building 7's hazards.

8 5.8 As a direct, proximate, and foreseeable result of the fault of RU, Plaintiff Jessie
9 Forbes sustained bodily injury, pain and suffering, both physical and mental, and loss of
10 enjoyment of life, loss wages, lost employment opportunities, and loss earning capacity, many
11 of which are continuing.

12 5.9 Costco and RU are each jointly and severally liable for the full extent of the
13 harms and losses Plaintiffs suffered as a result of the fault of Costco and RU.

14 **VI. THIRD CAUSE OF ACTION: LOSS OF CONSORTIUM**

15 6.1 Plaintiffs incorporate by reference the foregoing allegations.

16 6.2 Costco's intentional actions/inactions and RU's negligence caused physical and
17 emotional harm to Plaintiff Jessie Forbes that substantially interfered with the care, support,
18 and consortium provided to and between Plaintiff Kyle Forbes.

19 6.3 As a direct, proximate, and foreseeable result of Costco and RU's conduct,
20 Plaintiffs have suffered loss of consortium, companionship, support, nurture, and enjoyment of
21 life.

22 6.4 Plaintiffs' harms, losses, and damages are continuing.

23 6.5 Costco and RU are each jointly and severally liable for the full extent of the
24 harms and losses Plaintiffs suffered as a result of the fault of Costco and RU.

1 **VII. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment against Costco and RU as follows:

3 7.1 That the Court enter judgment in favor of Plaintiffs for general and special
4 damages in an amount to be proven at trial.

5 7.2 For pre-judgment interest on all liquidated sums.

6 7.3 That the Court award Plaintiffs their costs, attorneys' fees, and interest.

7 7.4 That the Court award Plaintiffs any and all additional relief allowed by law or
8 equity as the Court deems appropriate.

9 DATED: December 7, 2020

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